

# Appendix

## A

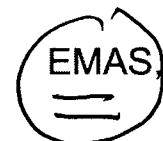
IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA  
THIRD DISTRICT  
MARCH 19, 2021

ILANA RIGWAN,  
Appellant(s)/Petitioner(s),  
vs.

SOUTH BEACH BAYSIDE  
CONDOMINIUM ASSOCIATION I,  
INC.,  
Appellee(s)/Respondent(s),

CASE NO.: 3D21-0012 ✓  
L.T. NO.: 16-5009 CC, ✓  
18-137 AP ✓

Appellant's pro se "Motion for Rehearing and En Banc with an Opinion and Certification of Question" is stricken as unauthorized, legally insufficient, and containing impertinent defamatory allegations. Appellant's pro se "Response" docketed on March 17, 2021, at 5:56:28 p.m. is hereby stricken as unauthorized, not in response to any motion or other pleading, and containing impertinent and defamatory allegations. Appellant is hereby notified that any further unauthorized filings or filings containing impertinent or defamatory allegations will subject Appellant to sanctions, which may include the dismissal of this appeal.



EMAS, C.J., and FERNANDEZ and MILLER, JJ., concur.

A True Copy! RI of  
ATTEST  
*Mercedes M. Puerto*  
CLERK  
DISTRICT COURT OF APPEAL  
THIRD DISTRICT

cc: Arthur J. Morburger   Daniel C. Lopez  
Ilana Rigwan

South Beach Bayside  
Condominium Association I, Inc.

ts

# Appendix

## B

IN THE COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI DADE COUNTY FLORIDA

SOUTH BEACH BAYSIDE CONDOMINIUM  
ASSOCIATION I, INC., a Florida not-for profit  
Corporation,

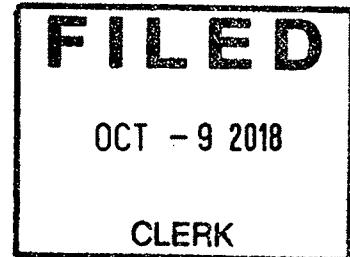
CIVIL DIVISION  
CASE NO. 16-005009CC25 (03)

Plaintiff,

vs.

ILANA RIGWAN, ET AL.

Defendants.



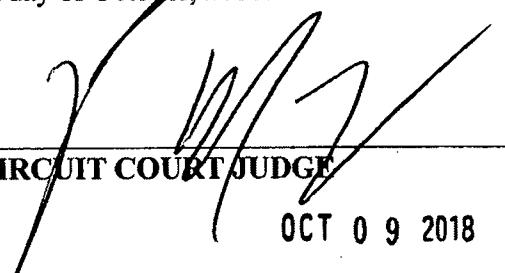
**ORDER ON PLAINTIFF'S AMENDED MOTION TO CANCEL OCTOBER 10, 2018  
FORECLOSURE SALE AND MOTION TO STAY CASE PENDING APPEAL**

THIS CAUSE, having come before this Court on Plaintiff's Amended Motion to Cancel October 10, 2018 Foreclosure Sale and Motion to Stay Case Pending Appeal and the court having reviewed the file and otherwise being duly advised it is

ORDERED AND ADJUDGED

1. That Plaintiff's Motion to Cancel Sale October 10, 2018 foreclosure sale is **GRANTED** / **DENIED**.
2. That Plaintiff's Motion to Stay Case Pending Appeal is **GRANTED** / **DENIED**.
3. \_\_\_\_\_

DONE AND ORDERED in Chambers, this 9th day of October, 2018.

  
CIRCUIT COURT JUDGE

OCT 09 2018

Patricia Marino Pedraza  
County Court Judge

Copies furnished to:  
All parties attached.

CASE NO. 16-005009 CC 25(03)  
ORDER ON PLAINTIFF'S AMENDED MOTION TO CANCEL OCTOBER 10, 2018  
FORECLOSURE SALE AND MOTION TO STAY CASE PENDING APPEAL

SERVICE LIST

Candace C. Solis **FRAUD. FIRED. GOT Paid.**

BECKER & POLIAKOFF, P.A.

1 East Broward Blvd., Suite 1700

Fort Lauderdale, Florida 33301

Phone: (954) 985-4102

Fax: (954) 987-5940

Primary: [cofoservicemail@beckerlawyers.com](mailto:cofoservicemail@beckerlawyers.com)

Daniel C. Lopez, Esq. **FRAUD**

7001 SW 87 Court

Miami, FL 33173

Primary: [DLOpez@fpsiam.com](mailto:DLOpez@fpsiam.com)

Barry T. Shevlin, Esq., **FRAUD. LEAD SCAMMER.**

Shevlin and Atkins PA.,

111 Kane Concourse, Suite 619

Bay Harbor Islands, FL 33154

Primary: [Barry@shevlinatkins.com](mailto:Barry@shevlinatkins.com)

Arthur Morburger, Esq.

19 West Flagler Street, Suite 404

Miami, FL 33130

Primary: [amorburger@bellsouth.net](mailto:amorburger@bellsouth.net);

--- I was already evicted.  
Morburger was fighting  
in cahootz -- not on my side.

I was deserted. GP

# Appendix C

# Supreme Court of Florida

THURSDAY, APRIL 22, 2021

**CASE NO.: SC21-593**

Lower Tribunal No(s).:

3D21-12; 132016CC005009000025; 132018AP000137000001

ILANA RIGWAN

vs. SOUTH BEACH BAYSIDE  
CONDOMINIUM ASSOCIATION  
I, INC.,

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Petitioner(s)

Respondent(s)

This case is hereby dismissed. This Court lacks jurisdiction to review an unelaborated decision from a district court of appeal that is issued without opinion or explanation or that merely cites to an authority that is not a case pending review in, or reversed or quashed by, this Court. *See Wheeler v. State*, 296 So. 3d 895 (Fla. 2020); *Wells v. State*, 132 So. 3d 1110 (Fla. 2014); *Jackson v. State*, 926 So. 2d 1262 (Fla. 2006); *Gandy v. State*, 846 So. 2d 1141 (Fla. 2003); *Stallworth v. Moore*, 827 So. 2d 974 (Fla. 2002); *Harrison v. Hyster Co.*, 515 So. 2d 1279 (Fla. 1987); *Dodi Publ'g Co. v. Editorial Am. S.A.*, 385 So. 2d 1369 (Fla. 1980); *Jenkins v. State*, 385 So. 2d 1356 (Fla. 1980).

No motion for rehearing or reinstatement will be entertained by the Court.

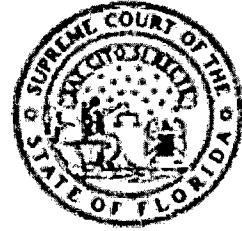
A True Copy

Test:



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John A. Tomasino  
Clerk, Supreme Court



td

Served:

LILLIANA M. FARINAS-SABOGAL  
DANIEL C. LOPEZ  
ILANA RIGWAN  
HON. HARVEY RUVIN, CLERK  
HON. PATRICIA MARINO-PEDRAZA, JUDGE  
 HON. MERCEDES M. PRIETO, CLERK  
ARTHUR J. MORBURGER  
L. POWERS

# Appendix

# D

18 APR 17 AM 9:46

## IN THE COUNTY COURT IN AND FOR DADE COUNTY, FLORIDA

SOUTH BEACH BAYSIDE CONDOMINIUM  
ASSOCIATION I, INC.,  
a Florida not-for-profit corporation,

CIVIL DIVISION

CASE NO.: 16-005009 CC 25 ✓

Plaintiff,  
vs.  
ILANA RIGWAN A/K/A ILANA NEUS, *et al.*,  
Defendants.

**FINAL JUDGMENT OF FORECLOSURE**  
(Pursuant to Administrative Order 09-09 A1)  
(Publish in the Miami-Dade Business Review)

THIS ACTION was heard before the Court on Plaintiff's Motion for Default Final Judgment of Foreclosure. On the evidence presented *never had trial on Condo  
Abuses + construction zone of p*

IT IS ADJUDGED that:

1. The Plaintiff's Motion for Default Final Judgment of Foreclosure is GRANTED, Service of Process has been duly and regularly obtained over Defendants: ILANA RIGWAN A/K/A ILANA NEUS, JORDAN LEE NEUS and UNKNOWN SPOUSE OF JORDAN LEE NEUS.

2. **Amounts Due.** There is due and owing to the Plaintiff the following:

Unpaid maintenance through March 31, 2018: \$ 16,415.70  
(includes monthly maintenance and late fees)

**Court Costs:**

Filing fee	\$ 401.00
Recording/Postage costs	\$ 95.00
Service of Process	\$ 150.00
Judicial Sale Fee	\$ 140.00
Publication Fee:	\$ 245.00

**SUBTOTAL** \$ 17,446.70

Pre-Foreclosure Filing Collection Fees:

Claim of Lien:	\$ 450.00
Title Search & Exam	\$ 250.00
Collection Process Fee:	\$ 150.00

Pay-Off Fee	\$ 350.00
Demand Letter:	\$ 250.00
<b>SUBTOTAL</b>	<b>\$ 18,896.70</b>
Attorney fee based upon 20.10 hours at \$250.00 per hour (DCL)	\$ 9,900.00
Attorney fee based upon 44.80 hours at \$400.00 per hour (BTS)	\$ 17,920.00
<b>GRAND TOTAL:</b>	<b>\$ 46,716.70</b>

3. **Interest.** The grand total amount referenced in Paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest.

4. **Lien on Property.** Plaintiff, SOUTH BEACH BAYSIDE CONDOMINIUM ASSOCIATION I, INC., a Florida not-for-profit corporation, whose address is SOUTH BEACH BAYSIDE CONDOMINIUM ASSOCIATION I, INC., c/o Frank Perez-Siam, P.A., 7001 SW 87 Court, Miami, FL 33173, holds a lien for the grand total sum specified in Paragraph 2 herein. The lien of the Plaintiff is superior in dignity to any right, title, interest or claim of the Defendants and all persons, corporations, or other entities claiming by, through or under the Defendants or any of them and the property will be sold free and clear of all claims of the Defendants, with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116. The Plaintiff's lien encumbers the subject property located in Miami-Dade County, Florida and described as:

**Condominium Unit 106 SOUTH BEACH BAYSIDE CONDOMINIUM I  
According to the Declaration of Condominium thereof, as recorded in  
Official Records Book 16442 at Page 1258 Public Records of Miami Dade  
County, Florida.**

↑  
**WEONG!!!**

**a/k/a 3101 Indian Creek Drive, Unit #106, Miami Beach, Florida 33140**

5. **Sale of property.** If the grand total amount with interest at the rate described in Paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on June 4, 2013 at \_\_\_\_\_ to the highest bidder for cash, except as prescribed in paragraph 6, at:

Room 908, 140 West Flagler Street, Miami, FL, at 11:00 a.m.  
 [www.miamidade.realforeclose.com](http://www.miamidade.realforeclose.com), the Clerk's website for on-line auctions at 9:00 a.m.

after having first given notice as required by Section 45.031, Florida Statutes. The Clerk shall not conduct the sale in the absence of the Plaintiff or its representative.

6. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale. If

FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 73 WEST FLAGLER STREET, MIAMI, FLORIDA 33130, (305) 275-1155, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL AID SOCIETY OF THE DADE COUNTY BAR ASSOCIATION 123 NW 1<sup>ST</sup> AVENUE, 3<sup>RD</sup> FLOOR, MIAMI, FLORIDA 33128 (305) 579-5733 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THE DADE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

ANY ADDITIONS, MODIFICATION OR CHANGES TO THE PROVISIONS ABOVE SHOULD BE SET FORTH IN BOLD TYPE AND CONSECUTIVELY NUMBERED PARAGRAPHS.

12. **Jurisdiction.** The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession and deficiency judgments.

ORDERED at Coral Gables, Miami-Dade County, Florida on 11/11 of April, 2018.

THE HONORABLE PATRICIA MARINO PEDRAZA  
COUNTY COURT JUDGE

Publish in The Daily Business Review  
cc: All parties of record

**SIGNED AND DATED**

FRANK PEREZ-SIAM, P.A. *(Forged Lien)*  
Attorney for Plaintiff  
c/o Daniel C. Lopez, Esq.  
7001 SW 87 Court  
Miami, FL 33173

**APR 11 '18**

**PATRICIA MARINO PEDRAZA**

Shevlin & Atkins  
c/o Barry T. Shevlin, Esq.  
1111 Kane Concourse, Suite#619  
Bay Harbor Islands, FL 33154

Jordan Lee Neus  
P.O. Box 318  
Centereach, NY 11720

Unknown Spouse of Jordan Lee Neus  
P.O. Box 318  
Centereach, NY 11720

Jordan Lee Neus — *Process Served / Joined*  
12 Woodmere Road *Past 1 Y E A R ...*  
Sound Beach, FL 11720

Unknown Spouse of Jordan Lee Neus  
12 Woodmere Road  
Sound Beach, FL 11720

Ilana Rigwan a/k/a Ilana Neus  
3101 Indian Creek Drive, Unit #106  
Miami Beach, FL 33140

Arthur J. Morburger, Esq.,  
*Attorney for Defendant Ilana Rigwan*  
19 West Flagler Street, Ste. 404  
Miami, FL 33130  
[Amorburger@bellsouth.net](mailto:Amorburger@bellsouth.net)

# Appendix

# E

6  
FJUD  
1

IN THE CIRCUIT COURT OF THE 11th  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 05-18381 CA 31

ILANA RIGWAN f/k/a ILANA  
RIGWAN-NEUS f/k/a ILANA NEUS

PLAINTIFF/COUNTER DEFENDANT

vs

JORDAN LEE NEUS a/k/a JORDAN  
L. NEUS A/K/A JORDAN L. NEUS

DEFENDANT/COUNTER PLAINTIFF

FINAL JUDGMENT

THIS MATTER came before the Court for non-jury trial on October 22, 2007, and the Court having received evidence in the form of testimony and documents, and having been otherwise fully advised in the premises it is

ADJUDGED as follows:

Plaintiff's action consisted of two counts seeking relief in the form of an equitable lien and to quiet title based thereon. Plaintiff and her former husband, defendant Jordan Neus, are record title owners of the real property at issue herein.

Defendant, Jordan Neus, counter-petitioned for partition of the real property at issue.

The facts in dispute herein were:

1. Whether defendant, Jordan Neus, holds a 25% or 50% interest in the real property.
2. The present fair market value of the property.
3. The amount, if any, Defendant owes Plaintiff which is directly related to the parties' ownership of the property; and vice versa.

LIE

The legal issues in dispute are whether the Plaintiff is entitled to an equitable lien, to have title quieted as a result, and whether defendant is entitled to partition of the property.

The evidence showed that on December 30, 1994, Plaintiff and her uncle Gershon Rijwan, purchased, as joint tenants with the right of survivorship, the condominium unit at issue i.e., South Beach Bayside Condo 1, Unit 106 Undiv 1.99% Int in Common Elements Off Rec 16422-1258 OR 18953-1345 1199 4. The Warranty Deed was recorded on January 10, 1995.

That on November 5, 1999, by Quit Claim Deed, Gershon George Rijwan conveyed his 50% interest in the property to Ilana Rigwan and Jordan Lee Neus, as joint tenants. (Ex. B to Complaint). *NO, JUST JORDAN FOR Good Faith Marriage + Children as Discussed.*

That on November 5, 1999, Jordan Neus tendered payment in the amount of \$8,000 to Gershon Rijwan, and on December 5, 1999, tendered payment in the amount of \$7,838.78 to Ilana Rigwan. (DX-9). *↑ No! Lie!*

Plaintiff, Ilana Rigwan, and Defendant, Jordan Neus, were married December 13, 1999, in Florida, subsequent to the execution of the Quit Claim Deed, but prior to recording thereof. *Good Faith Dec 5th 1999 Religious Wedding*

The Quit Claim Deed was recorded in the Official Record Book of Dade County on January 21, 2000. *He begged for this. Now I know why!*

The Defendant filed for divorce some eight (8) months after the marriage (2000) and the parties were ultimately divorced in New York State on August 22, 2003. *After I moved Everything to my bank account, cap divorce, put me on street.*

That the parties' separate pre-marital interests in the Florida real property were not addressed in the divorce decree. *WONDER WHY? I KNOW!*

That the evidence showed Defendant, Jordan Neus, filed for Chapter 7 Bankruptcy relief in the Eastern District of New York, Central Islip Division under Case No. 8-04-83698-sb. That Schedule A thereto (PX C to complaint) reflects Defendant has, under oath, stated his ownership *No One Cares How ... nowords JUST TRAUMA.*

*Fraudulent Marriage.*

He was beyond  
abusive and never  
held accountable.  
The NY Judgment  
had switched  
facts too!  
SHAM!

said percentages as undivided interests in indivisible condominium property. See Julia v. Russo,

So. 2d \_\_\_, 2008 WL 1883905 (Fla. 4th DCA 2008) (The "equal share presumption" applied to tenancies in common may be rebutted by proof...); See §718.107, Fla. Stat. (2005) (restraint upon separation and partition of common elements). *Which Judge Rodriguez Flipped. Property Fraud! Hell!!!*

3. Plaintiff, Ilana Rigwan, has sought an equitable lien with regard to Jordan Neus' unreimbursed interest in the property, i.e., 25%, and Plaintiff is entitled to same based on and comprised of the following unrebutted, unreimbursed monies advanced by Ilana Rigwan on behalf of Jordan Neus' 25% interest in the property:

Real Property taxes 2003 (\$291.24)

*You can't skip years* ✓ 2004 (none proven) PAID

2005 (255.17)

2006 (\$179.91) = \$654.32

Condominium maintenance fee, April-Dec 2003 (9x\$267.10) = \$2403.90

2004 (12x\$267.86) = \$3214.32

2005 (12x\$267.86) = \$3214.32

2006 (12x\$266.97) = \$3203.64

2007 (October trial) (10x\$319.91) = \$3199.10

Special assessments - 2003 = \$1050.00

2004 = (6x\$1160.83) = \$6964.99

✓ 2005 = none proven PAID

2006 = (6x1160.83) = (\$6964.99)

✓ 2007 = none proven. PAID

Total all taxes, maintenance, and special assessments = \$30,869.58 - 25% = \$7,717.40.

He rented Condo, TOOK JOINT IRS MONEY  
TOOK MY BANK ACCOUNT, CLEARED IT AT  
I was left w/ 1/2 credit card bills I equate to

Bk 26453 Pg 3205 CFN 20080530675 06/27/2008 10:51:59 Pg 4 of 6 Mia-Dade Cty, FL

all the  
few + cheap  
dates we went on.  
Money was rewarded in that way to him like  
all else.

Plaintiff is, therefore, entitled to an equitable lien in the amount of \$7,717.40 representing Jordan Neus' unreimbursed share of expenses proven.

Plaintiff has not proven what, if any, rents were received with regard to a tenancy of the unit by Damian Pelt, and thus is not entitled to a percentage thereof. Plaintiff failed to prove fraud, tenant damage, or entitlement here to attorney fees incurred in the defendant's Bankruptcy proceeding, nor is she entitled, here, to impose a lien for unpaid alimony.

Based on the foregoing, Ilana Rigwan's request for an equitable lien against Jordan Neus' 25% interest in the property at issue is **GRANTED**.

4. Plaintiff Ilana Rigwan has sought to quiet title in her based on the requested equitable lien. Because this equitable lien will not directly affect title to the property, the request to quiet title in her is **DENIED**. *Bucacci v Boutin*, 933 So. 2d 580, 586 (Fla. 3d DCA 2006). *3DCA*

5. As to the counterclaim, Defendant/Counter-Plaintiff, Jordan Neus, adduced no evidence and failed to prove Plaintiff is indebted to him in any manner directly related to the parties' ownership of the property.

6. The Defendant/Counter-Plaintiff, proved through the evidence of expert witness appraiser John Rupner, that the fair market value of the real property at issue as of October 27, 2006, was \$170,000, based on comparable sales. It is noted that the assessment for the property is substantially and significantly lower. *He said the appraiser was afraid.* *It was worth around 30k.*

→ Jordan Neus, has proven his statutorily granted right to partition (§ 64.011-091, Fla. Stat. 2005) of the property and Plaintiff/Counter-Defendant, Ilana Rigwan, failed to present evidence sufficient for this Court to conclude that denial of this partition "was one of those extreme cases

where manifest injustice, fraud or oppression will result if partition is granted." *Condrey v. Just Homelessness, paid when he got me into, AND he* *Condrey*, 92 So. 2d 423, 427 Fla. 1957; *Haddad v. Hester*, 964 So. 2d 707 (Fla. 3d DCA 2007)

I never imagined I'd be in court and it was so

Fraudulent  
Trusters, Process Service  
Mail Fraud Interstate  
word changes

I requested Judge Alan Sheinkman to recuse  
he resigned. And Bridget  
Turtaglia Esq withdraw

People  
Carts  
Treat  
woman  
like  
garbage!  
merica, MAN UP!

Notte Didn't.  
He had an  
Attorney  
running for  
Mayor of  
Broward  
County.  
"renewed  
"Civility" human"  
Overlooked!

full of obvious  
crooks. I'm in a vicious cycle.  
Neus is a sick  
MONSTER!!!

wow  
50-50  
State  
not entitled  
to my stolen  
furniture  
strangers  
there was  
4 our kids.  
I couldn't  
read or  
understand  
this then.  
Too Hurt.  
My families  
Souls were  
our  
investments  
in a  
Quick  
STAH  
That  
News  
+  
His  
Family  
engaged in. They  
are connected to  
bad people.  
I requested Judge  
Alan Sheinkman to recuse  
he resigned. And Bridget  
Turtaglia Esq withdraw

Judge Rodriguez  
came to America  
as a Communist  
whose property  
was stolen  
became a Judge  
to steal from  
Americans.  
He deserves  
to wake up  
all + we  
need to  
clean up  
what I have  
uncovered.  
I'm NOT ALONE.  
Anyone reading  
this will benefit  
him. This isn't  
a FAIR judgement. It's  
a death sentence w/o  
Remorse by  
PSYCHOPATHS. JG.

→ (Partition is a matter of right to those holding undivided interests in lands); Demorizzi v. Demorizzi, 851 So. 2d 243 (Fla. 3d DCA 2003). Nor was any evidence adduced that the parties, or either of them, waived their statutory partition right. See Bucacci v. Boutin, 933 So. 2d 580 (Fla. 3d DCA 2006) or that such sale was for the benefit of Defendant's creditors. Wescott v. Wescott, 487 So. 2d 1099 (Fla. 5th DCA 1986) (Homestead property not exempt from forced sale following a suit for partition by an owner in common). **WOW! Please See Through This.**

CHANGE  
THIS  
LAW.

Because this matter is brought in equity, and §64.071 Fla. Stat. (2005) applies as the property at issue, condominium unit 106 and its appurtenant ownership interests in the common elements of the condominium, are indivisible, the property shall be sold by the Clerk of the Circuit Court at a public auction, pursuant to said section. §64.061(4) Fla. Stat. (2005); Rose v. Hansell, 929 So. 2d 22 (Fla. 3d DCA 2006).

→ Shawlin ET AL Esq's Charged used To  
"private"  
Accordingly, Jordan Neus' counterclaim seeking partition is GRANTED. The Court reserves jurisdiction with regard to the issue of entitlement to, and the amount of any attorney fees and costs, as appropriate, upon proper notice and motion. See §64.081, Fla. Stat. (2005); Adler v. Schekter, 197 So. 2d 46 (Fla. 3d DCA 1967). **Really, A TRUE BLUE BAD JUDGE.**

DONE AND ORDERED in Chambers, at Miami-Dade County, Florida, this 19 day of June, 2008.

JOSE M. RODRIGUEZ  
CIRCUIT COURT JUDGE

COPIES TO:  
COUNSEL/PARTIES OF RECORD

J. M. RODRIGUEZ

1. No foreclosure mentioned, like Gongora Esq SAID.
2. He held this case for yrs. I went to him to judge on it. Only after the OA, where I saw it online did I realize he waited for it to appreciate.

# Appendix

# F